

matters, which are criminal or quasi-criminal in their nature.

Apart from all these considerations, the adoption of Mr. Elias's contention would mean the acceptance that there is in Singapore no provision of any kind as to the procedure to be adopted in contempt matters. That is a conclusion that would seem to be highly inconvenient in practice and, for that reason alone, should only be arrived at with the greatest reluctance.

For the reasons that I have given I have come to the conclusion that the failure to obtain leave is a fatal bar. I would add that I share the reluctance which nowadays most Judges feel in deciding important questions of substance on points of procedure. The days of rigid formalism are long past, but at any rate in matters affecting the liberty of the subject there is an essential minimum of form which must be observed. Otherwise confusion and uncertainty would inevitably result, and it is to avoid such confusion and uncertainty that Rules such as the English Rule 26 of Order 59 are devised.

Although the matter was not pressed in argument I should perhaps say a word about Mr. Hill's and Mr. Sinnathuray's contention that leave of the State Advocate-General was not obtained for the institution of these contempt proceedings, and that such leave is an essential preliminary.

Some guidance in this matter may be obtained from the arguments adduced by Sir Reginald Manningham-Buller, the English Attorney-General, in *Regina v. Duffy and Others*.⁽⁴⁾ The matter is not dealt with in the judgment of the Court but at page 192 the Attorney-General's arguments are summarised. It is interesting to note that he puts the position no higher than that it has been the usual practice in recent years for persons complaining of contempt to make an informal approach to the Attorney-General. Indeed the convenience of such a course is obvious as in the great majority of such cases the matter would be taken over by the Attorney-General's Department. Sir Reginald Manningham-Buller, however, does not suggest that, an approach having been made and an intimation having been received from the Attorney-General that he does not propose himself to move in the matter, the door is closed to a complainant who is aggrieved, or imagines himself to be so.

I respectfully agree with the position as stated by the Attorney-General in England. Indeed the wisdom of the practice as so formulated is apparent upon consideration. It is true that in the great majority of cases an Attorney-General may say aye or nay without incurring the suspicion, however unjustified, that he is judging in his own cause. The position, however, might well be different if the alleged contempt was committed by a senior member of Government to which the Attorney-General himself belongs and to which he might therefore

be considered by uncharitably minded persons to be obligated. In such a case the Attorney-General himself would no doubt wish to be relieved of the embarrassment of having to make an administrative decision the motives of which might well be misunderstood. One of the most effective ways to protect a person from criticism of a refusal on his part is to withhold from him the power to refuse. And that is precisely what the English practice has done.

I would add that I am satisfied from a perusal of the correspondence between Mr. David Marshall, then counsel for the respondent, and a member of the State Advocate-General's Department that an appropriate informal approach was made within the meaning of the Rule to which the English Attorney-General referred.

It would seem to be unnecessary for me to add that the matters that were argued before me are in the nature of a preliminary objection and that the decision that I have come to does not in any way operate as a bar to the principal matters being pursued through the correct procedure, should the respondent in the present proceedings still feel that they require ventilation.

In the result the Notices of Motion are set aside.

Order:— The costs of and incidental to the respondents' applications and of and incidental to the applicant's motion including the costs reserved be taxed on the lower scale and paid by the applicant to respondents.

Notices of Motion set aside.

Solicitors: *Marshall & Chung; Lee & Lee; Braddell Bros.*

NG KONG YUE & ANOR. v. REGINA

[A. Cr. J. (Chua J.) December 1, 1961]

[Singapore — Magistrate's Appeal No. 275 of 1960]

Bribery and Corruption — Prevention of Corruption Ordinance (Cap. 121), s.3(b) and Penal Code, s.34 — Appellants in contractual relations with War Department — Corrupt payment to War Department servant — Written contract not produced — Effect of failure to prove contract — Prevention of Corruption Ordinance, ss.4 and 5.

Evidence Ordinance, ss.64, 92 — Whether oral evidence admissible to prove existence of contract.

Appellants were convicted in the District Court of an offence under section 3(b) Prevention of Corruption Ordinance and under section 34 of the Penal Code in that they had on June 15, 1960 corruptly given the sum of \$200 to a servant of the War Department as an inducement for showing favour in relation to his principal's affairs.

There was a written contract for the period 1.4.60 to 31.3.61 between the War Department and Sin Sin Furniture Co. of which the appellants were representatives and oral evidence was given of this contract and the period over which it subsisted. One of the grounds of appeal was that oral evidence of the contract was inadmissible and that the document itself should have been produced.

It was argued for the prosecution that there was no necessity to prove any of the terms of the contract;

that all that was required to be shown was that a contract between the War Department and Sin Sin Furniture Co. existed on the date of the alleged offence; that this could be proved orally and had been proved orally. Reliance was placed on the judgment of Ambrose J. in *Goh Leng Sai v. R.*⁽¹⁾

Held: having regard to sections 4 and 5 of the Prevention of Corruption Ordinance it was important that the contract was proved by admissible evidence. The contract not being collateral but of the essence of the prosecution case, it could not be proved by parol evidence:

observations of Ambrose J. in *Goh Leng Sai v. R.*, *supra*, not followed.

Cases referred to:—

- (1) *Goh Leng Sai v. R.* [1959] M.L.J. 121.
- (2) *Strother v. Barr* 130 E.R. 1013.
- (3) *Twyman v. Knowles*, 138 E.R. 1183.
- (4) *The King v. The Inhabitants of Holy Trinity, Hull*, 108 E.R. 851.

CRIMINAL APPEAL.

L. Rayner (Miss Mary Lim with him) for the appellants.

T. S. Sinnathuray (Deputy Public Prosecutor) for the respondent.

Cur. Adv. Vult.

Chua J.: The appellants in this case were convicted by the District Court of the following offence:

"You, (1) Ng Kong Yue & Robert (2) Wu Ken San & Ngo Koon San, are charged that you, on or about the 15th June 1960, at about 6.45 p.m. at 130-R, Tanglin Barracks, Singapore, did corruptly give to J. G. De Souza through Philip Louis De Souza, the son of the said J. G. De Souza, a person serving under the Crown as Assistant Officer in Charge, Barrack Services, R.A.S.C. (North) Nee Soon Garrison, the sum of two hundred dollars (\$200) as an inducement for showing favour in relation to his principal's affairs, to wit, to refrain from criticising or adversely commenting on the work done by Sin Sin Furniture Store, and you have thereby committed an offence under section 3(b) of the Prevention of Corruption Ordinance, Chapter 121, read with section 34 of the Penal Code, Chapter 119."

The evidence adduced by the prosecution was briefly this. The Sin Sin Furniture Store had a written contract, which commenced on the 1st April, 1960, and expired on the 31st March, 1961, with the War Department, for the repairs and repolishing of furniture. The complainant J. G. De Souza was the assistant officer in charge of R.A.S.C. Barrack Services (North) Nee Soon, Singapore, and one of his duties was to inspect the furniture before they were sent to the contractors for repair or repolishing and to inspect them when they were delivered back by the contractors. On the 21st April, 1960, the 1st appellant introduced himself to the complainant as the representative of Sin Sin Furniture Store and he took delivery of furniture for repairs and repolishing. After that the complainant saw the 1st appellant whenever the 1st appellant came to take delivery of furniture for repairs and repolishing on Tuesdays and Thursdays every week. Sometime in May the complainant told the 1st appellant that the

furniture repaired by his firm was not up to standard and that the work was far from satisfactory. The complainant had occasion to speak to the 1st appellant on the same subject on subsequent occasions. On the 15th June, 1960, the 1st appellant went to the complainant's house with the 2nd appellant, who was a partner in Sin Sin Furniture Store. After the 1st appellant had introduced the 2nd appellant to the complainant, he began to tell the complainant that the work of Sin Sin Furniture Store was very satisfactory and had a high name in the War Department but the complainant disagreed. The complainant called his 12 years old son, Philip, to bring in some coffee. Philip brought the coffee. The 1st appellant whispered to the 2nd appellant, who produced from his shirt pocket an envelope and handed it to the 1st appellant. The 1st appellant got hold of the boy Philip and handed the envelope to the boy, who went away. The two appellants then left. The complainant later ascertained that the envelope handed to his son contained \$200 cash. He reported the matter to his superior officer the next day. The two appellants were later arrested and charged.

There are several grounds of appeal. It is necessary only to deal with one of them.

Counsel for the appellants submits that the District Judge has misdirected himself in admitting oral evidence of the written contract alleged to be made between the Sin Sin Furniture Store and the War Department, as part of the case for the prosecution despite the absence of such written contract or any explanation for its absence.

The evidence adduced by the prosecution as to the contract was the oral evidence of three witnesses, namely: (1) the complainant, who said '(Sin Sin Furniture has contract with the War Department to repair and repolish furniture. This contract commenced on 1.4.60 and expires on 31.3.61.' (2) Capt. Judge, the officer in charge of R.A.S.C. Barrack Services (North) and the senior officer of the complainant, who said: "Sin Sin Furniture Store has a contract with our Barrack Services. It commenced on 1.4.60 and expires 31.3.61. The contract is to repair items of furniture," and (3) Yang Hwee Peng, the managing partner of Sin Sin Furniture Store who said: "Sin Sin Furniture Store has a contract with War Department for repairing furniture. The contract was made this year". It was only in cross-examination that he said that the contract was from 1.4.60. There was no evidence from him as to when the contract expired.

Counsel for the appellants submits that it was essential for the prosecution to prove that at the material time i.e. at the date of the offence, the 15th June, 1960, there was a contract existing between the Sin Sin Furniture Store and the War Department, and that under section 64 and section 92 of the Evidence Ordinance the contract

must be proved by the production of the contract itself.

On the other hand, counsel for the Crown submits that in this case it was not necessary for the prosecution to prove any of the terms of the contract. What the prosecution must prove, he says, was that there was a contract existing between the Sin Sin Furniture Store and the War Department, and he submits that this could be done by parol evidence. Counsel relies, as did the District Judge, on the judgment of Ambrose J. in the case of *Goh Leng Sai v. R.*⁽¹⁾ In that case the appellant was convicted in the District Court of the following Charge:

"That he, on or about the 16th day of February, 1957, at about 8.00 p.m. at Singapore, having a contract with the Singapore City Council, did corruptly give to an agent, namely, G. M. Richards, the acting Chief Engineer (Construction) of the Sewerage Department of the City Council, the sum of one thousand dollars as an inducement or reward for showing favour to himself in relation to his principal's affairs, and thereby committed an offence under section 3(b) and punishable under section 4 of the Prevention of Corruption Ordinance (Chapter 121).

Ambrose J. in his judgment said:—

"Counsel for the appellant contended that there was insufficient evidence that the appellant had a contract with the City Council. The evidence adduced by the prosecution as to the contract was the oral evidence of P. C. Parry, the Deputy Chief Engineer, and G. M. Richards, the Chief Engineer, Planning & Designing, Sewerage Department, City Council. Parry testified that the appellant had a minor sewer contract with the City Council on the 16th February, 1957. Richards testified that the appellant was working on the construction of minor sewers. Counsel contended that the contract must be proved by the production of the document embodying the terms of the contract. Counsel relied on section 64 of the Evidence Ordinance. This provides that "documents must be proved by primary evidence except in the cases hereinafter mentioned." All that this section means is that, if it is desired to prove the contents of a document, the document itself must, save in certain exceptional cases, be produced. In my opinion it was unnecessary to produce any document embodying the terms of the contract. Proof of the existence of a contract must be distinguished from proof of the terms of a contract. Under section 92 of the Evidence Ordinance the terms of a contract, which has been reduced to the form of a document, can only be proved by production of the document (or secondary evidence in a proper case). But, in my view, the existence of a contract or contractual relationship may be proved by oral evidence. One example of this rule is *R. v. Holy Trinity Hull*. In that case the question was whether a pauper had gained a settlement in a certain parish by the occupation of a tenement. Parol evidence was admitted to prove the mere fact of tenancy, although it had been created by a written document. Another example is *Alderson v. Clay*, where it was held that the fact of partnership may be proved by parol evidence of the acts of the parties without producing the partnership deed."

In the present case it is not merely the existence of the contract that the prosecution has to prove; the prosecution has to prove that at the date of the alleged offence, namely the 15th June, 1960, there was a contract subsisting between the Sin Sin Furniture Store and the War Department. In my view that can only be proved by the production of the contract itself as the names of the parties to the contract and the duration of the contract are terms of the contract and by section 92 of the Evidence

A Ordinance you cannot give (except that in a proper case you can give secondary evidence) the terms of a written contract in evidence without producing the contract itself. I am confirmed in that view by a consideration of the judgment of Best C.J. in the case of *Strother v. Barr*,⁽²⁾ and of the judgment of Maule J. in the case of *Twyman v. Knowles*.⁽³⁾ My brother Ambrose, however, has, in the case of *Goh Leng Sai v. R.*, taken a different view.

I do not think that the case of *The King v. The Inhabitants of Holy Trinity, Hull*,⁽⁴⁾ which is to be found in 108 E.R. 851, was correctly decided. That case was an appeal at the Court of Quarter Sessions against an order of two Justices, removing William Thomas and his family from the township of Recleshall Bierlaw to Hull. The respondents having proved that the pauper had gained a settlement in the appellant's parish, the appellant's counsel, upon the cross-examination of the pauper, was proceeding to shew that he had, in 1813 or 1814, acquired a settlement at Whitgift subsequently to that established by the respondents, by the occupation of a tenement, and to prove what was the rent paid for the same. Whereupon the respondents' counsel interfered and asked the pauper whether the contract under which he had held the tenement was not in writing and on his admitting that it was, they objected that parol testimony could not be received. The appellant's counsel contended, that they had nothing to do with the agreement, that all they proposed to prove was the fact of the occupation and the annual value of the tenement, which they were at liberty to prove by the cross-examination of the pauper, without reference to the agreement. The Court of Quarter Sessions, however, were of the opinion that the written contract must be produced and that such parol evidence was not admissible and the Court confirmed the order subject to the opinion of the Court of King's Bench. Bayley J. giving the judgment of the Court of King's Bench said (at page 852):

"The general rule is, that the contents of a written instrument cannot be proved without producing it. But, although there may be a written instrument between a landlord and tenant, defining the terms of the tenancy, the fact of tenancy may be proved by parol, without proving the terms of it. It was unnecessary in this case to prove, by the written instrument, either the fact of tenancy or the value of the premises."

In the case of *Strother v. Barr*, Park J. and Gaselee J. held the same opinion as Bayley J. but Best C.J. and Burrough J. were of the opinion the other way. That case was tried at the Assizes by Bayley J. It was an action brought by the plaintiffs for an injury done by the defendants on their reversionary interest in certain premises and Bayley J. decided the case upon the merits and reserved the following point for the decision of the Court of Common Pleas: Whether, in an action for an injury done to the reversionary interest of the plaintiff, it can be proved orally, when it appears that the premises are in the possession of a tenant, who holds them under

a written agreement which is not produced. Best C.J. and Burrough J. answered in the negative and Park J. and Gaselee J. answered in the affirmative.

Best C.J. in the course of his judgment said (at p. 1018) :—

"There is often a great difficulty in getting at the truth by means of parol testimony. Our ancestors were wise in making it a rule that in all cases the best evidence that could be had should be produced; and great writers on the law of evidence say, if the best evidence be kept back, it raises a suspicion that if produced it would falsify the secondary evidence on which the party has rested his case. The first case these writers refer to as being governed by this rule is, that where there is a contract in writing no parol testimony can be received of its contents, unless the instrument be proved to have been lost. It is assumed the case before us is not within this rule, and that the plaintiffs did not give parol evidence of the contents of the lease of the premises, for the injury for which this action was brought. This will be found to be a mistake; for the declaration states that the plaintiffs had let these premises to certain tenants, and that the conduct of the defendants is injurious to the reversion which the plaintiffs have in them. This statement must be proved; and is not the lease, which states all the circumstances of the tenancy, the best evidence of them?"

If there had been no contract in writing, the testimony of the tenants that they occupied the premises injured by the defendants, and that they paid the plaintiffs rent for these premises, would have proved the declaration; such testimony would in that case have established the relationship of landlord and tenant, and have shewn that the plaintiffs must have had a reversion at the expiration of the regular notice to quit or, at the furthest, at the expiration of three years; that being the longest period for which a parol lease could, by the Statute of Frauds, be granted. But as there was a lease or agreement in writing, that lease or agreement was better evidence of the relationship of landlord and tenant than any parol evidence that could be adduced.

This lease or agreement gave a description of the premises demised, and stated the names of the tenants to whom they had been leased, the persons by whom, and the term for which they were demised.

These parts of the contract could be seen by its production only, and, therefore, the contract was the best, and, I think, the only evidence that could be received. But there is one fact that cannot be inferred from the facts proved in the case, and can only be obtained from the production of the lease or contract; namely, the duration of the term.

It cannot be denied that the lease must have been produced to prove the amount of rent if it were necessary to ascertain it.

The lease also states the landlord's and tenants' names and describes the premises, and the term. If the lease must be produced to prove the rent, it must, for the same reasons, be produced to prove these other facts.

Lord Mansfield, speaking many years ago against subtleties and refinements being introduced into our law, said they were encroachments upon common sense, and mankind would not fail to regret them. It is time, he says, these should be got rid off: no additions should be made to them; our jurisprudence should be bottomed on plain broad principles, such as, not only Judges can without difficulty apply to the cases that occur, but as those whose rights are to be decided upon by them can understand. If our rules are to be encumbered with all the exceptions which ingenious minds can imagine, there is no certain principles to direct us, and it were better to apply the principles of justice to every case, and not to proceed to more fixed rules."

Later in his judgment the learned Chief Justice said (at page 1020) :

A "The rule of law relative to the proof of the contents of written instruments is laid down with great clearness by Lord Tenterden in the House of Lords, in *The Queen's case* (B. & B. 286): "The contents of every written paper are, according to the ordinary and well-established rules of evidence, to be proved by the paper itself, and that alone, if the paper be in existence"."

B The learned Chief Justice then proceeded to show how this principle had been acted upon by the Court and he then criticised the decision in *The King v. The Inhabitants of Holy Trinity, Hull*. The learned Chief Justice said (at page 1021) :—

C "The case of *Cotterill v. Hobby*, is in my opinion also decisive on the point. The declaration stated, that at the time of the grievance complained of, a certain close, situate, &c. was in the possession and occupation of one H. C. Morgan as tenant thereof to the plaintiff. It was an action for an injury to the reversion, the defendant having cut down a quantity of branches from certain trees then standing and growing in and upon the said close. There was a second count in trover for the timber. Plea, the general issue. At the trial before Garrow B., Morgan was called as a witness for the plaintiff, and proved that he was tenant to the plaintiff of the close in question under a written agreement: that defendants lopped some branches off the trees growing there, and carried them away. No evidence of the value was given. For the defendant, it was objected, that the agreement under which Morgan held should have been produced, for that it could not otherwise appear that the plaintiff was reversioner of the trees. My Brother Bayley in giving the judgment of the Court says, "It having been shewn that Morgan held under a written agreement, I am of opinion that the terms of holding could only be proved by that instrument, and, consequently, that the verdict on the first count cannot be sustained." I cannot distinguish that case from the present. It appears to me that case is supported by principle; it is supported by a variety of previous authorities which can be traced back to remote periods. There is a series of decisions, one following the other, each agreeing with the other, all recognizing the general rule upon which I put this case; but unfortunately they are inconsistent with the one I am now coming to, which was decided by my Brother Bayley, and is at variance with his other decision. The last case upon the subject is *The King v. The Inhabitants of the Holy Trinity, Hull*, which was decided by the three Judges of the King's Bench, and they held that parol evidence of a pauper having been tenant was admissible, although the pauper held under a written agreement. There is a variance between this case and the last preceding case, where it was decided by the same Court that parol evidence of a tenancy was not admissible if a written agreement existed. During the argument, Mr. Justice Bayley is reported to have said, the appellants did not enquire into the terms of the contract or written agreement, but whether the pauper had or had not been tenant of the premises. Surely this was enquiring into the contents of the written agreement, which ought to have been produced, as it would describe the tenancy between the parties, and the premises in respect of which they were enquiring. The same learned Judge says "the terms of the tenancy and the amount of the rent could only be proved by the production of the agreement. But the rule of law does not go so far as to prevent the admission of parol evidence of the fact, that the relation of landlord and tenant existed between particular parties at a particular time in a particular parish." The learned Judge admits, that you cannot prove the amount of rent by parol evidence; that the agreement is the best evidence of this. Is it not equally the best evidence of who were the parties to it, and for what time the relation of landlords and tenant continued? These are the contents of the agreement, as much as the amount of rent. There is more probability of mistake in the statement of these facts than in the statement of the amount of rent. These are complicated facts, as to

which the most accurate witness may be mistaken; as to the amount of rent, he cannot mistake if he pays it often. Parol evidence of the amount of rent, therefore, is excluded, not because amount is difficult of proof, but because parol evidence is not the best proof. It is equally not the best proof of every other fact stated in the contract. I cannot agree to a decision, much as I respect the learned Judges who decided it, which is at variance with the case before decided by the same Judges; in which distinctions are made between things which admit of no real distinction; which is inconsistent with every other case in the books; and tends to fritter away a rule of evidence essential to the security of property, of character, and of life. The learned Judge who tried this case must have doubted the propriety of the decision in *The King v. The Inhabitants of Holy Trinity, Hull*, or he would not have reserved this point; for it is not the practice of Judges where a question has been decided, and they subscribe to the doctrine of the decision, to reserve the point for the opinion of the Court. I think the rule for a nonsuit should be made absolute; but two learned Judges differing from the others, and the Court being equally divided, this rule falls to the ground."

With all respect I agree with Best C.J. that the case of *The King v. The Inhabitants of Holy Trinity, Hull*, was wrongly decided.

In the case of *Twyman v. Knowles*, the Court did not rely on the case of *The King v. The Inhabitants of Holy Trinity, Hull*. That was a case of trespass for breaking and entering the plaintiff's close. The defendant pleaded — first, not guilty, secondly, that the close was not the plaintiff's close. At the trial the plaintiff proved by parol evidence that he had taken the close under a written agreement, which was not produced, from one W. in August 1850 but no evidence was given as to the duration of the tenancy. The defendant proved that five days after the commencement of the trespass he obtained a lease of the same close from W. which he produced. The learned trial Judge told the jury, that, the plaintiff not having produced the written agreement had not proved the quantum of his interest and was only entitled to nominal damages. The jury returned a verdict for the plaintiff, damages 1s. The plaintiff then moved the Court of Common Pleas for a new trial on the ground of misdirection. The case of *The King v. The Inhabitants of Holy Trinity, Hull* was one of the cases relied upon by the plaintiff. Scule J. in the course of his judgment said (at p. 1184):

"I think there ought to be no rule. The present case differs from those cited, inasmuch as here the material matter for the plaintiff to establish was not merely that a tenancy once subsisted but it was necessary for him to show its duration, the quantum of his interest He had the means of shewing it, for he had a lease in writing which defined it. The non-production of the lease raised a presumption that the production of it would do the plaintiff no good. I think there is no reason for finding fault with the verdict."

A The other three Judges concurred with the judgment delivered by the learned Judge. It is clear from this case that the duration of a contract can only be proved by the written instrument itself.

B The appellants in this case were charged with an offence under section 3(b) of the Prevention of Corruption Ordinance and under the provisions of section 3 a person found guilty of this offence is liable to imprisonment for a term not exceeding 3 years or to a fine not exceeding \$10,000 or both but by section 4 "a person convicted of an offence under this Ordinance shall, where the matter or transaction in relation to which the offence was committed was a contract or a proposal for a contract with Her Majesty, be liable to imprisonment for a term not exceeding seven years, or to a fine not exceeding ten thousand dollars, or to both such imprisonment and fine." The appellants, therefore, if they were convicted, were subject to the enhanced penalty under section 4.

D Under section 5 of the Ordinance when it is proved that any money has been given to a person in the employment of Her Majesty by a person or agent of a person holding a contract from Her Majesty, such money shall be deemed to have been given corruptly as an inducement or reward for showing favour in relation to his principal's affairs unless the contrary is proved.

E Having regard to these two sections in the Ordinance it is absolutely clear how important it is that in this case the contract between the Sin Sin Furniture Store and the War Department must be proved by admissible evidence. In this case the contract was not collateral but of the very essence of the prosecution case and could not be proved by parol evidence.

F There is another objection that I can see to the admission of the oral evidence of the complainant and Capt. Judge as to the contract. It is this. They were not parties to the written contract and their knowledge of it must have been derived from Her Majesty's unit which was in charge of contracts. Surely that was not the best evidence of the contract. Although Yang Hwee Peng was a party to the contract he did not mention in his evidence the duration of the contract, he merely said that it was made in 1960 and in cross-examination he said it commenced on 1st April, 1960, but did not say when it expired.

G The prosecution had failed to prove that on the 15th June, 1960, the date of the alleged offence, there was a contract between the Sin Sin Furniture Store and the War Department.

I The appeal is allowed and the conviction is quashed and the sentence set aside.

Appeal allowed.